

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

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| IN RE: RICHARD L. LEVANDOSKI Debtor | Case No. 19-11549-elf |
| TOWD POINT MASTER FUNDING TRUST, 2021-PM1 Movant | Chapter 13 |
| vs. RICHARD L. LEVANDOSKI Respondent | 11 U.S.C. §362 |

**MOTION FOR RELIEF FROM AUTOMATIC STAY UNDER §362 PURSUANT TO
BANKRUPTCY PROCEDURE RULE 4001**

Movant, by its attorneys, Brock and Scott PLLC, hereby requests a termination of Automatic Stay and leave to proceed with its state court rights on its mortgage on real property owned by RICHARD L. LEVANDOSKI (the “Debtor”).

1. Movant is TOWD POINT MASTER FUNDING TRUST, 2021-PM1.
2. Debtor, RICHARD L. LEVANDOSKI, is the owner of the premises located at 83 MARTIN LANE, NORWOOD, PENNSYLVANIA 19074 hereinafter known as the mortgaged premises.
3. Movant is the holder of a mortgage on the mortgaged premises.
4. Debtor's failure to tender monthly payments in a manner consistent with the terms of the Mortgage and Note result in a lack of adequate protection.
5. Movant instituted foreclosure proceedings on the mortgage because of Debtor's failure to make the monthly payment required hereunder.
6. The foreclosure proceedings instituted were stayed by the filing of the instant Chapter 13 Petition.
7. The following chart sets forth the number and amount of post- payments due pursuant to the terms of the Note that have been missed as of May 1, 2022:

| Number of Missed Payments | From | To | Monthly Payment Amount | Total Amounts Delinquent |
|--|------------------|-------------|-------------------------------|---------------------------------|
| 6 | December 1, 2021 | May 1, 2022 | \$1,382.92 | \$8,297.52 |
| Less partial payments (suspense balance): (\$625.06) | | | | Total: <u>\$7,672.46</u> |

8. A post-petition payment history is attached hereto as Exhibit "A".

9. The next payment is due on or before June 1, 2022 in the amount of \$1,382.92. Under the terms of the Note and Mortgage, Debtor has a continuing obligation to remain current post-petition and failure to do so results in a lack of adequate protection to Movant.

10. Movant, TOWD POINT MASTER FUNDING TRUST, 2021-PM1 requests the Court award reimbursement in the amount of \$1,038.00 for the legal fees and costs associated with this Motion.

11. Movant has cause to have the Automatic Stay terminated as to permit Movant to proceed with its state court rights pursuant to the mortgage contract.

12. Movant specifically requests permission from the Honorable Court to communicate with and Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law.

13. Movant, its successors and assignees posits that due to Debtor's continuing failure to tender post-petition mortgage payments and the resulting and ever increasing lack of adequate protection that said failure presents, sufficient grounds exist for waiver of Rule 4001(a)(3), and that Movant, its successors or assignees should be allowed to immediately enforce and implement the Order granting relief from the automatic stay.

14. Movant requests that if relief is granted that Federal Rule of Bankruptcy Procedure 3002.1 be waived.

WHEREFORE, Movant respectfully requests that this Court enter an Order;

a. Modifying the Automatic Stay under Section 362 with respect to 83 MARTIN LANE, NORWOOD, PENNSYLVANIA 19074 (as more fully set forth in the legal description attached to the

Mortgage of record granted against the Premises), as to allow Movant, its successors and assignees, to proceed with its rights under the terms of said Mortgage; and

b. Movant specifically requests permission from this Honorable Court to communicate with Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law; and

c. Holding that due to Debtor's continuing failure to tender post-petition mortgage payments and the resulting and ever-increasing lack of adequate protection that said failure presents, sufficient grounds exist for waiver of Rule 4001(a)(3), and that Movant, its successors or assignees, should be allowed to immediately enforce and implement the Order granting relief from the automatic stay; and

d. Awarding Movant attorney fees and costs related to this Motion in the amount of \$1,038.00; and

e. Waiving Federal Rule of Bankruptcy Procedure 3002.1; and

f. Granting any other relief that this Court deems equitable and just.

May 4, 2022

/s/Andrew Spivack

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"Carrington Mortgage Services, LLC services the loan on the Property referenced in this [m][M]otion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the promissory note. Movant will enforce the promissory note as transferee in possession. Movant is the original mortgagee or beneficiary or the assignee of the [Mortgage/Deed of Trust]."